

Oil India limited
(A Government of India Enterprise)
PS-7, Madarihat (West Bengal)

M/s.

TENDER NOTICE NO: G276928P10

Date : 11.02.2010

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work :

<u>Description of work / service</u>	<u>Location</u>	<u>Contract period</u>	<u>i) Bid Closing/Opening date</u> <u>ii) Earnest Money deposit</u>
ROW patrolling service by line Walking at PS7sector (KM632 to KM783) Including ROU.	PS7 SECTOR	One year	08.03.2010 Rs. 8000.00 (Rupees eight thousand)

- a) Earnest money deposited / not deposited vide D. Draft / B.Cheque / Money Receipt No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total Contract price.
- c) Conditional / Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

Dy. Chief Engineer(O)PS-7
Oil India Limited
(A Govt. of India Enterprise)
PS-07, Madarihat, West Bengal.

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft / Banker's Cheque / Bank Gurantee in favour of M/s. Oil India Limited and payable at GUWAHATI. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 12:00 AM (IST) on the date as mentioned above and opened on the same day at 12:00 AM (IST) at's Office before any attending tenderers. Tender box is placed at the Office of Head (Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part-II) and shall be in words as well in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initiated. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

- 6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 6 (six) months.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/ correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 (one hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

Dy. Chief Engineer(O)PS-7

Oil India Limited
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PS-7, Madarihat, West Bengal
P.O.Madarihat. Dist. Jalpaiguri

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone / Electricity / Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act –Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indication therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
06. In case of Joint Stock Companies registered under the Indian Companies Act – Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
07. In case of Trusts registered under the Indian Trust Act –Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indication therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e. O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 The amount of Retention Money shall be released after 6 (six) months from the date of Completion Certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of Work Order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender / contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

- 1.1 Unconditional Discounts/Rebates if any given in the bid or along with bid will be considered for evaluation.
- 1.2 Post bid or conditional discount / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provision shall be incorporated suitably in the Bid Document.

19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the bid document, the bid security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

For GENERAL MANAGER (PLS)

1.1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC shall be submitted along with the Bid.

1.2.0 TECHNICAL : BIDDERS ELIGIBILITY CRITERIA

1.2.1 The bidder shall be a Regd. Security Agency by Govt. Authorities with valid credentials and have experience of carrying out services for at least one year (cumulative) in last three (03) years reckoned from the Bid Closing date (BCD).

Note:

1. Documentary evidences in support of valid Registration, work experience and fulfilling the requirement as spelt out in clause 1.2.1 must be submitted along with bid. If the validity of Registration does not cover the proposed service period the party must give an undertaking to renew the same till the completion of the contract.

2. These documents should be in the form of copies of Contracts / Work Orders/ Completion Certificates/ Payment Certificates/Service Entry Sheet (SES) issued by the Owner. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.

1.3.0 COMMERCIAL:

1.3.1 Bidder shall furnish EMD as Bid Security along with Bid . Bid security shall be furnished in the form of Demand Draft/ Banker's cheque from any Nationalised Bank as a part of the Bid in a separate sealed envelope . Any bid not accompanied by a proper bid security will be rejected.

1.3.2 Any bid received in the form of Telex / Cable /Fax /E-mail / Telephone call will not be accepted.

1.3.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

1.3.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

1.3.5 Any bid containing false statement will be rejected.

1.3.6 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents , otherwise the bid will be rejected.

1.3.7 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

1.3.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.3.9 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

1.3.10 The quoted price in the bid must be written clearly both in figures words.

1.3.11 The quoted price in the bid shall include service tax and other applicable taxes/liabilities including State liabilities.

1.3.12 The tender is double bid type. The technical bid and price bid shall be submitted separately otherwise the bid will be rejected.

1.4.0 GENERAL:

1.4.1 No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.4.2 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

1.4.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

1.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

1.4.3 Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.

1.4.4 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The Mines Act - 1952
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) Service Tax Act

1.5.0 BID EVALUATION CRITERIA (BEC):

1.5.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given.

1.5.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract

Oil India Limited

(A Government of India Enterprise)
PS-7, Madarihata, West Bengal

WORKS CONTRACT

TENDER NO. G276928P10

DESCRIPTION OF WORK / SERVICE : ROW patrolling service at PS7 sector, from KM 632 to 783 including ROU.

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____

_____ BETWEEN OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri / Smti _____ and Shri / Smti _____ carrying on business as partners / proprietor under the firm name and style of M/s _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH :

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of Work which forms Part-II of this contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials / services as offered by the Company as per Part-IV of the Contract at _____.

b) In this contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of contract of Oil India Limited, the said term or terms of the 1968 General Conditions of contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

d) The contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these, the work executed and materials supplied shall be to the satisfaction of the Company's Engineer and contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a would and workmanlike manner.

CONTRACTOR

1/7

COMPANY

Tender No. G276928P10

3.0 The Company's Engineer shall have power to :

- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the Company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this contract at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the contract. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever, the valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the undernoted Acts :

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act. 1932
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.

Tender No. G276928P10

- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

Or any other Acts or Statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the Contractor.

7.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8.0 The Contractor must complete the work within 52 WEEKS of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the Contractor's part, he / she will be liable to pay to the Company liquidated damages at the rate of ½% (half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the Contractor will be liable to pay liquidated damages by way of penalty at the rate of ½% (half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's Certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages / penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the contract, the Company reserves the right to cancel the contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the Company attributable to such delay. The Company's decision in this regard shall be final.

9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighborhood.

10.0 The tendered all inclusive price (i.e. the contract price) is Rs. _____ (Rupees _____) only.

But the Company shall Pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work Part-II of this contract.

On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11.0 The Contractor employing 20 (twenty) or more workmen on any day proceeding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking and Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12.0 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted / recovered by the Jamadar from the wages of the workmen.

13.0 The Company for any reason whatsoever and of which the Company shall be sole judge may terminate this contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any Company's fenced area.

15.0 The Contractor shall ensure that all man engaged by him / her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow / accept those men who are not provided with the same.

16.0 All Statutory Taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17.0 The Contractor shall deploy local persons in all works.

18.0 The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

19.0 The Contractor and his / her workmen shall strictly observe the rules and regulations as per Mines Act. (Latest Editions).

20.0 SPECIAL CONDITIONS

- a) The amount of retention money shall be released after 6 (six) months from the date of issue of

Tender No. G276928P10

- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the worker' payment.
- c) Contractor(s) is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act. 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. contribution.

21.0 ARBITRATION

Any dispute under this contract will be settle through Arbitration as per Indian Arbitration and Conciliation Act. 1996.

Place of Arbitration : MADARIHAT.

22.0 FORCE MAJEURE

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No.421) is hereby incorporated in this contract.

23.0 I. B. VERIFICATION REPORT AND SECURITY REVIEW

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24.0 In case of any doubt or dispute as to be interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25.0 SET OFF CLAOUSE :-

“Any some of money due and payable to the contractor (including security Deposit refundable to them)under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India (orsuch other person or persons contracting through Oil India Limited) for payment of a some of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).”

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or
His legal Attorney)

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :

SIGNED & DELIVERED FOR AND
ON BEHALF OF

----- by the hand of

its Partner / Legal Attorney

(Signature of Contractor or his
legal Attorney)

(Full Name of Signatory)

And in presence of -----
Date : _____

(Seal of Contractor's Firm)

(Signature of Witness)

(Full Name of Signatory)
Address :

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED
Date : _____

Designation :

OIL INDIA LIMITED
(A Govt. of India Enterprise)
PS-7, Madarihat, West Bengal

WORK CONTRACT

Tender No. G276928P10

SOQ

SOQ – Schedule of Work, Unit, Quantities, Rates and prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per unit (Figures & Words)	Amount
10	Ground patrolling and Surveillance services. 1) ROW/ROU patrolling shall be carried out by line walking only. 2) Uniform,safety gears, Medical support, Accommodations,mobile Etc shall be contractor's scope. 3) Service provider shall Inspect & submit a detailed Report of inspected ROW/ ROU covering the surface Condition on and adjacent Of the pipeline Right of Way, indication of leaks, encroachment,exposure, illegal/unauthorized activities to respective station-in-charge & also should be responsible for liasioning with local authorities. The report shall be supported by sketch/photograph showing details of inspection. 4) In emergency case service provider shall be called for assistance if required.	Kilometer	15,704.000		

Contractor

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Company

Tender No. G276928P10

20	Supervisory and other support Services 1) The service provider shall submit a report on the prescribed format on daily basis and also a monthly report in a format.	Months	12.000
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Approved by

Engineer-In-Charge or as directed.

2) The service provider shall report at the office of the Installation Manager.

3) The service provider shall be in constant touch with the installation Manager, local Police/ Administrative Authorities.

4) The Supervisor shall Be provided with mobile set connection and required infrastructure support for report generation.

5) Accommodation, transport, Etc. will be contractor's Scope.

30	Assistance for Excavation & security of Attempted pilferage or detected pilferage point as and when necessary.	Man Days	180.000
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Total amount(Rs):

Note :- Bidder must include all liabilities including statutory Liabilities in their quoted rates.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
PS-7, Madarihat, West Bengal

WORK CONTRACT

Special Condition of Contract(SCC)

Tender No.: G276928P10

1.0 SCOPE OF WORK

1.1 Patrolling of RoW/RoU & emergency reporting activities for the designated length of OIL's pipeline RoW/RoU and other assets and equipments including OFCs shall be carried out as per company's direction.

1.2 The service provider shall inspect, facilitate and report the surface conditions on and adjacent to the pipeline RoW/RoU pertaining to indication of leaks, encroachment, exposure, construction activity other than that performed by the company, any sabotage or pilferage attempt on pipeline, rupture, incidents of fire in and around RoW/RoU or destruction caused to any equipment/pipeline fixture immediately to OIL authorities, Fire brigade, Police /Civil authorities depending upon situation after inspection and daily report in a prescribed format.

1.3 Protective clothing, safety gears, mobile sets etc. shall be contractor's scope.

1.4 Use fastest mode of communication including mobile communication to report such events without loss of time to OIL's office/designated officer/ control room.

1.5 Assisting the police and other authorities in investigation in case of accident, report/submit FIR/give relevant evidence to the police about the incident.

2.0 SPECIAL TERMS AND CONDITIONS:

2.1 PERIOD OF CONTRACT :

a) The Contract shall be valid for 12 months from the date mentioned in the P.O. or as per the instruction of OIL Engineer in Charge.

b) OIL reserves the right to terminate the contract by giving 30(thirty) days notice without assigning any reason whatsoever.

2.2 PAYMENT TERMS:

a) The contractor shall be paid charges for the services as mentioned herein with the contracted rates which amounts shall be all inclusive of all statutory, service tax and other applicable taxes, the contractor shall not be entitled for any additional payments.

b) Monthly bill shall be submitted by the contractor with duly supported documents based on actual executed quantities for necessary payment.

c) Applicable income tax and surcharge, if any, shall be deducted at source from the service charges payable as per laws enforced from time to time.

2.3 GENERAL CONDITIONS:

a) OIL reserves the right to intensify / withdraw patrolling/monitotring of any section of the pipeline as and when required.

b) The contractor shall ensure his personnel adhere to safe working practices and take precautions against hazardous and unsafe working conditions and shall comply with OIL's safety rules as laid down.

c) The contractor shall deploy the personnel as per agreed requirements and shall increase/decrease if so required considering the situation.

d) The contractor shall submit the verification report to ascertain character and antecedents from the civil administration towards the persons engaged under this contract to OIL Office before engagement.

e) Insurance of the contractor's personnel is at contractor's scope including the cost.

G276928P10

- f) The contractor has to take the necessary permission to carryout patrolling in the forest area , if any, from the concerned authority.
- g) The patrolling party shall be equipped with mobile communication.

2.4 SPECIAL CONDITIONS:

The quoted price shall be in line with Minimum wage Act 1948 and other relevant Acts including service tax & all allowances applicable and considering all the scope of work, terms & conditions mentioned in the bids.

2.5 STATUTORY OBLIGATIONS:

2.5.1 The contractor shall keep and maintain all statutory registers/records as required under the provisions of the Acts mentioned and keep the same available for inspection by OIL's representative and/or

Government Authorities.

2.5.2 Permission, Lisence etc to work in this sector is under scope of contractor.

2.6 SAFETY AND ENVIRONMENT:

- a) The contractor shall ensure that all his personnel adhere to all the safety , security and environmental norms / policy applicable, while on duty.
- b) The cost of any damage caused to men and material & asset of OIL/third party due to violation of safety, security and environmental norms shall be recovered from the contractor. The appropriate authority of OIL or its delegates shall only decide the quantum of damage, in such an event.

2.7 FIRST AID AND SAFETY :

- a) The Contractor shall provide First Aid facilities to all his personnel deployed for the work immediately and give due medical treatment at his own cost, in case of injury / accidents.
- b) The contractor shall also ensure that proper trainings and meetings on safety and first aid are conducted on a regular basis.

General Manager (PLS)
Oil India Limited
PS-7, Madarihat
Jalpaiguri (West Bengal).

SM

Sub : SAFETY MEASURES

Tender No. G276928P10.

Description of work / service :

Row patrolling service at PS-7 sector, from KM 632 to 783 including ROU.

Sir,

We hereby confirm that we have fully understood the Safety Measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following :

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

Due notice would be given for any change of personnel under item (b) above.

We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety

of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules

related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the

rectification is completed by us and all expenditure towards this would be on our account.

We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

All losses caused due to inadequate safety measures of lack of supervision on our part would be fully

compensated by us and the Company will not be responsible for any lapses on our part in this regard.

Yours faithfully,

(S E A L)

Date : _____

M/s. _____
CONTRACTOR
FOR & ON BEHALF OF